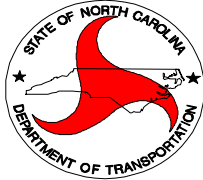


STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS
ROADSIDE ENVIRONMENTAL UNIT
REST AREA SECTION



CONTRACT PROPOSAL

ROUTE: I-77

COUNTY: SURRY

PROJECT: Repair Sewer Treatment -Sand Filter Beds

BID OPENING DATE: **MAY 15, 2012**

NOTICE:

ALL BIDDERS SHALL COMPLY WITH ALL APPLICABLE LAWS REGULATING THE PRACTICE OF GENERAL CONTRACTING AS CONTAINED IN CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA WHICH REQUIRES THE BIDDER TO BE LICENSED BY THE N.C. LICENSING BOARD FOR CONTRACTORS WHEN BIDDING ON ANY NON-FEDERAL AID PROJECT WHERE THE BID IS \$30,000 OR MORE, EXCEPT FOR CERTAIN SPECIALTY WORK AS DETERMINED BY THE LICENSING BOARD OR SBE PROJECT. BIDDERS SHALL ALSO COMPLY WITH ALL OTHER APPLICABLE LAWS REGULATING THE PRACTICES OF ELECTRICAL, PLUMBING, HEATING AND AIR CONDITIONING AND REFRIGERATION CONTRACTING AS CONTAINED IN CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA.

NAME OF BIDDER

ADDRESS OF BIDDER

RETURN BIDS TO:

NC DEPARTMENT OF TRANSPORTATION
NCDOT Roadside Environmental Unit
1557 Mail Service Center
Raleigh, NC 27699-1557

Attn: Paul Stankiewicz ph. (919) 707-2929

INSTRUCTIONS TO BIDDERS

PLEASE READ ALL INSTRUCTIONS CAREFULLY BEFORE PREPARING AND SUBMITTING YOUR BID.

All bids shall be prepared and submitted in accordance with the following requirements. Failure to comply with any requirement shall cause the bid to be considered irregular and shall be grounds for rejection of the bid.

1. The bid sheet furnished by NCDOT with the proposal shall be used and shall not be altered in any manner. **DO NOT SEPARATE THE BID SHEET FROM THE PROPOSAL!**
2. All entries on the bid sheet, including signatures, shall be written in ink.
3. The Bidder shall submit a unit price for every item on the bid form. The unit prices for the various contract items shall be written in figures.
4. An amount bid shall be entered on the bid sheet for every item. The amount bid for each item shall be determined by multiplying each unit bid by the quantity for that item, and shall be written in figures in the "Amount Bid" column of the sheet.
5. The total amount bid shall be written in figures in the proper place on the bid sheet. The total amount shall be determined by adding the amounts bid for each item.
6. Changes in any entry shall be made by marking through the entry in ink and making the correct entry adjacent thereto in ink. A representative of the Bidder shall initial the change in ink.
7. The bid shall be properly executed. All bids shall show the following information:
 - a. Name of individual, firm, corporation, partnership, or joint venture submitting bid.
 - b. Name and signature of individual or representative submitting bid and position or title.
 - c. Name, signature, and position or title of witness.
 - d. Federal Identification Number (or Social Security Number of Individual)
 - e. Contractor's License Number (if Applicable)
8. Bids submitted by corporations shall bear the seal of the corporation.
9. The bid shall not contain any unauthorized additions, deletions, or conditional bids.
10. The bidder shall not add any provision reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
11. **THE PROPOSAL WITH THE BID SHEET STILL ATTACHED SHALL BE PLACED IN A SEALED ENVELOPE AND SHALL HAVE BEEN DELIVERED TO AND RECEIVED IN THE NCDOT ROADSIDE ENVIRONMENTAL UNIT OFFICE (Room 560) at 1 SOUTH WILMINGTON STREET RALEIGH NORTH CAROLINA 27699 BY 2:00 PM ON MAY 15, 2012.**

12. The sealed bid must display the following statement on the front of the sealed envelope:

QUOTE: Repair Sewer Treatment -Sand Filter Beds

13. If delivered by mail, the sealed envelope shall be placed in another sealed envelope and the outer envelope shall be addressed as follows:

NC DEPARTMENT OF TRANSPORTATION
NCDOT Roadside Environmental Unit
1557 Mail Service Center
Raleigh, NC 27699-1557
Attn: Paul Stankiewicz
Phone (919) 707-2929

AWARD OF CONTRACT

The award of the contract, if it be awarded, will be made to the lowest responsible Bidder in accordance with Section 102 (*excluding 102-2 and 102-11*) of the **Standard Specifications for Roads and Structures 2012**. The lowest responsible will be notified that his bid has been accepted and that he has been awarded the contract. NCDOT reserves the right to reject all bids.

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CONTRACT STANDARD PROVISIONS

STANDARD PROVISIONS (GENERAL)

All work and materials shall be in accordance with the provisions of the General Guidelines of this contract, the Project Special Provisions, the North Carolina Department of Transportation 2012 Standard Specifications for Roads and Structures, the North Carolina Department of Transportation Roadway Standards Drawings, and the Manual of Uniform Traffic Control Devices (MUTCD). The Contractor shall keep himself fully informed of all Federal, State and local laws, ordinances, and regulations, and shall comply with the provisions of Section 107 of the Standard Specifications.

The Bidder has carefully examined the location of the proposed work. The bidder has carefully examined the plans and specifications, and thoroughly understands the stipulations, requirements and provisions. The bidder agrees to provide all necessary machinery, tools, and labor, for construction; and to do all the work and to furnish all materials, necessary to complete the contract in accordance with the 2012 Standard Specifications for Roads and Structures.

The published volume entitled "North Carolina Department of Transportation, Raleigh, Standard Specifications for Roads and Structures, January 2012 with all Amendments and Supplements thereto, is by reference incorporated into and made a part of this contract

PURCHASE ORDER CONTRACT PREQUALIFICATION

Beginning **July 1, 2009**, any firm that wishes to perform work on Division Purchase Order Contracts as either the prime contractor or as a subcontractor on the project must be prequalified for the type of work they wish to perform. Firms that wish to bid on these projects as the prime contractor must be prequalified prior to submitting a bid. Firms that wish to perform as a subcontractor to the prime contractor must be prequalified prior to beginning work on the project. For the purposes of prequalification, any firm that is currently prequalified as a prime or a subcontractor on central let projects for the appropriate work codes is considered eligible to work and/or bid on Purchase Order Contracts as long as other items such as bonding and license requirements for the contract are met. Information regarding the requirements to become prequalified as a Purchase Order Contract contractor, including the application to become prequalified if you are not already prequalified, can be found at the following website:

<http://www.ncdot.org/business/howtogetstarted/>

BIDS

In accordance with GS 136-28.1(b), if the total bid amount of the contract, Exceeds \$1.2 million, the bid will not be considered for award.

AVAILABILITY OF FUNDS – TERMINATION OF CONTRACTS

General Statute 143C-6-11. (h) Highway Appropriation is hereby incorporated verbatim in this contract as follows:

(h) Amounts Encumbered. – Transportation project appropriations may be encumbered in the amount of allotments made to the Department of Transportation by the Director for the estimated payments for transportation project contract work to be performed in the appropriation fiscal year. The allotments shall be multiyear allotments and shall be based on estimated revenues and shall be subject to the maximum contract authority contained in *General Statute 143C-6-11(c)*. Payment for transportation project work performed pursuant to contract in any fiscal year other than the current fiscal year is subject to appropriations by the General Assembly. Transportation project contracts shall contain a schedule of estimated completion progress, and any acceleration of this progress shall be subject to the approval of the Department of Transportation provided funds are available. The State reserves the right to terminate or suspend any transportation project /contract, and any transportation project /contract shall be so terminated or suspended if funds will not be available for payment of the work to be performed during that fiscal year pursuant to the contract. In the event of termination of any contract, the contractor shall be given a written notice of termination at least 60 days before completion of scheduled work for which funds are available. In the event of termination, the contractor shall be paid for the work already performed in accordance with the contract specifications. Payment will be made on any contract terminated pursuant to the special provision in accordance with Article 108-13(E), of the *North Carolina Department of Transportation Standard Specifications for Roads and Structures*, dated July 1, 2012.

CONTRACT PAYMENT AND PERFORMANCE BOND

A performance bond in the amount of one hundred percent (100%) of the contract amount, conditioned upon the faithful performance of the contract in accordance with specifications and conditions of the contract is required for Construction contracts of \$300,000 or more. Such bond shall be solely for the protection of the North Carolina Department of Transportation and the State of North Carolina.

A payment bond in the amount of one hundred percent (100%) of the contract amount, conditioned upon the prompt payment for all labor or materials for which the Contractor, or his subcontractors, are liable is required for Construction contracts greater than \$300,000. The payment bond shall be solely for the protection of persons or firms furnishing materials or performing labor for this contract for which the Contractor is liable.

The successful bidder, within fourteen (14) days after notice of award, shall provide the Department with a contract payment bond and a contract performance bond each in an amount equal to 100 percent of the amount of the contract.

EXTENSION OF CONTRACT TIME

Failure on the part of the Contractor to furnish bonds or certifications or to satisfy preliminary requirements necessary to issue the purchase order will not constitute grounds for extension of the contract time. If the Contractor has fulfilled all preliminary requirements for the issuance of a purchase order, and the purchase order authorization is not available by the date of availability, the Contractor shall be granted an extension equal to the number of calendar days the purchase order authorization is delayed after the date of availability.

DEFAULT OF CONTRACT

The Department of Transportation shall have the right to declare a default of contract for breach by the Contractor of any material term or condition of the contract. Default of contract shall be in accordance with the terms, conditions, and procedures of Article 108-9 of the Standard Specifications.

SUBLETTING OF CONTRACT

The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of this contract or any portion thereof; or his right, title, or interest therein; without written consent of the Engineer. Subletting of this contract or any portion of the contract shall conform to the requirements of Article of 108-6 of the Standard Specifications.

TEMPORARY SUSPENSION OF WORK

In accordance with Article 108-7 of the Standard Specifications, the Engineer will have the authority to suspend the work wholly or in part, any written order for such periods as he may deem necessary for any of the following reasons.

1. Conditions considered unfavorable for the suitable prosecution of the work, or
2. The Contractor's failure for correct conditions unsafe for workmen or the general public, or
3. The Contractor has not carried out orders given to him by the Engineer, or
4. The Contractor's failure to perform any provisions of the contract.

No extension of the completion date will be allowed for the above suspensions except as may be provided for in Article 108-10.

AUTHORITY OF THE ENGINEER

The Engineer for this project shall be the Division Engineer, Division??, Division of Highways, North Carolina Department of Transportation, acting directly or through his duly authorized representatives.

The Engineer will decide all questions which may arise as to the quality and acceptability of work performed and as to the rate of progress of the work; all questions which may arise as to the interpretation of the contract; and all questions as to the acceptable fulfillment of the contract on the part of the Contractor. His decision shall be final and he shall have executive authority to enforce and make effective such decisions and an order as the Contractor fails to carry out promptly.

MATERIALS AND TESTING

The Engineer reserves the right to perform all sampling and testing in accordance with Section 106 of the Standard Specifications and the Department's "Materials and Test Manual." However the Engineer may reduce the frequency of sampling and testing where he deems it appropriate for the project under construction.

The Contractor shall furnish the applicable certifications and documentation for all materials as required by the Standard Specifications. Material which is not properly certified will not be accepted.

Delivery tickets for all asphalt material shall be furnished in accordance with Section 106-7 of the Standard Specifications and shall include the following information

UTILITY CONFLICTS

It shall be the responsibility of the Contractor to contact all affected utility owners and determine the precise locations of all utilities prior to beginning construction. Utility owners shall be contacted a minimum of 48 hours prior to the commencement of operations. Special care shall be used in working around or near existing utilities, protecting them when necessary to provide uninterrupted service. In the event that any utility service is interrupted, the Contractor shall notify the utility owner immediately and shall cooperate with the owner, or his representative, in the restoration of service in the shortest time possible. Existing fire hydrants shall be kept accessible to fire departments at all times.

The Contractor shall adhere to all applicable regulations and follow accepted safety procedures when working in the vicinity of utilities in order to insure the safety of construction personnel and the public.

CLAIMS / ADDITIONAL COMPENSATION / TIME EXTENSION

Any claims for additional compensation and/or extensions of the completion date shall be submitted to the Division Engineer with detailed justification within thirty (30) days after receipt of the final invoice payment. The failure of the Contractor to submit the claim(s) within thirty days shall be a bar to recovery.

BANKRUPTCY

The Department of Transportation, at its option, may terminate the contract upon filing by the Contractor of any petition for protection under the provisions of the Federal Bankruptcy Act

PARTIAL PAYMENT

The Contractor may submit a request for partial payment on a monthly basis, or other interval as approved by the Engineer. Compensation for all pay items shall be in accordance with the Standard Specifications. The amount of partial payments will be based on the work accomplished and accepted as the last day of the approved pay period. All requests for payment shall be made on the form furnished to the Contractor by the Department of Transportation. The form shall be completely and legibly filled out with all appropriate information supplied and shall be signed by an authorized representative of the Contractor. Minority Business (MB) and Women's Business (WB) participation shall be listed in the appropriate spaces on all requests for payment. If there is no participation the word "None" or the figure "0" shall be entered. An amount equal to five percent (5%) of the total amount due on the partial pay estimate will be deducted and retained until after the final inspection. One hundred percent (100%) payment shall be made after successful completion of the work as verified by the final inspection.

PROMPT PAYMENT (SUBCONTRACTORS) AND RETAINAGE

Contractors at all levels; prime, subcontractor, or second tier contractor, shall within seven calendar days of receipt of monies, resulting from work performed on the project or services rendered, pay subcontractors, second tier subcontractors, or material suppliers, as appropriate. This seven-day period begins upon knowledgeable receipt by the contracting firm obligated to make a subsequent periodic or final payment. These prompt payment requirements will be met if each firm mails the payment to the next level firm by evidence of postmark within the seven-day period.

This provision for prompt payment shall be incorporated into each subcontract or second tier subcontract issued for work performed on the project or for services provided.

The Contractor may withhold up to 3% retainage if any subcontractor does not obtain a payment and performance bond for their portion of the work. If any retainage is held on subcontractors, all retainage shall be released within seven calendar days of satisfactory completion of all work. For the purpose of release of retainage, satisfactory completion is defined as completion of all physical elements and corresponding documentation as defined in the contract, as well as agreement between the parties as to the final quantities for all work performed in the subcontract. The Department will provide internal controls to expedite the determination and processing of the final quantities for the satisfactorily completed subcontract portions of the project.

Failure of any entity to make prompt payment as defined herein may result in (1) withholding of money due to that entity in the next partial payment until such assurances are made satisfactory to this provision;

Or (2) removal of an approved contractor from the prequalified bidders list or the removal of other entities from the approved subcontractors list.

SUPERVISION BY CONTRACTOR

At all times during the life of the project the Contractor shall provide one permanent employee who shall have the authority and capability for overall responsibility of the project and who shall be personally available at the work site within 24 hours' notice. Such employee shall be fully authorized to conduct all business with the subcontractors, to negotiate and execute all supplemental agreements, and to execute the orders or directions of the Engineer.

At all times that work is actually being performed, the Contractor shall have present on the project one competent individual who is authorized to act in a supervisory capacity over all work on the project, including work subcontracted. The individual who has been so authorized shall be experienced in the type of work being performed and shall be fully capable of managing, directing, and coordinating the work; of reading and thoroughly understanding the contract; and receiving and carrying out directions from the Engineer or his authorized representatives. He shall be an employee of the Contractor unless otherwise approved by the Engineer.

The Contractor may, at his option, designate one employee to meet the requirements of both positions. However, whenever the designated employee is absent from the work site, an authorized individual qualified to act in a supervisory capacity on the project shall be present.

No extension of the completion date will be allowed for the above suspensions except as may be provided for in Article 108-10.).

POSTED WEIGHT LIMITS

The Contractor's attention is directed to the fact that many Primary and Secondary Roads and bridges are posted with weight limits less than the legal limit. The Contractor will not be allowed to exceed the posted weight limits in transporting materials and/or equipment to the projects, unless otherwise approved by the Engineer. The Contractor should make a thorough examination of all projects and haul routes.

INSPECTION

All work shall be subject to inspection by the Engineer at any time. Routinely, the Engineer will make periodic inspections of the completed work. It will be the responsibility of the Contractor to keep the Engineer informed of his proposed work plan and to submit written reports of work accomplished on a frequency to be determined by the Engineer.

EROSION, SILTATION, AND POLLUTION CONTROL

The Contractor shall exercise every reasonable precaution and take all necessary measures throughout the life of the project to prevent erosion, siltation, and pollution in accordance with Section 107-13 of the Standard Specifications. Silt fence and erosion control measures shall be installed in accordance with the plans for this project, Section 1605 of the Standard Specifications, and in locations directed by the Engineer or his representative.

SAFETY AND ACCIDENT PROTECTION

In accordance with Article 107-22 of the Standard Specifications, the Contractor shall comply with all applicable Federal, State, and local laws, ordinances, and regulations governing safety, health, and sanitation, and shall provide all safeguards, safety devices, and protective equipment, and shall take any other needed actions, on his own responsibility that are reasonably necessary to protect the life and health

PLAN, DETAIL AND QUANTITY ADJUSTMENTS

The Department reserves the right to make, at any time during the progress of the work, such alterations in plans or the details of construction as may be found necessary or desirable by the Engineer to complete the project.

COOPERATION BETWEEN CONTRACTORS

Contractor's attention is directed to Article 105-7 of the *2012 Standard Specifications*. The Contractor on this project shall cooperate with the Contractor working within or adjacent to the limits of this project to the extent that the work can be carried out to the best advantage of all concerned.

In accordance with Section 105-7 of the Standard Specifications, the Department reserves the right at any time to contract for and perform other or additional work on or near the work covered by the contract.

When separate or additional contracts are let within the limits of any one project, each Contractor shall conduct his work so as not to interfere with or hinder the progress or completion of the work being performed by other Contractors. Contractors working within the limits of the same project shall cooperate with each other.

Each Contractor shall conduct his operations in such a manner as to avoid damaging any work being performed by others or which has been completed by others.

The Department will under no circumstances be liable for any claim for additional compensation due to acts of one Contractor holding up the work of another. The Department will under no circumstances be liable for any damages experienced by one Contractor as a result of the presence and operations of other Contractors working within the limits of the same project.

APPROVAL OF PERSONNEL

The State shall have the right to approve or reject the project Engineer and other supervisory personnel, assigned to a project.

SAFETY VESTS

All Contractors' personnel, all subcontractors and their personnel, and any material suppliers and their personnel must wear an OSHA approved reflective vest or outer garment on the project.

EMPLOYMENT

(11-15-11) (Rev. 1-17-12) 108, 102 SP1 G184

Revise the *2012 Standard Specifications* as follows:

Page 1-20, Sub article 102-15(O), delete and replace with the following:

(O) Failure to restrict a former Department employee as prohibited by Article 108-5.

Page 1-65, **Article 108-5 Character of Workmen, Methods, and Equipment**, line 32, delete all of line 32, the first sentence of the second paragraph and the first word of the second sentence of the second paragraph.

CONTRACTOR CLAIM SUBMITTAL FORM

If the Contractor elects to file a written claim or requests an extension of contract time, it shall be submitted on the *Contractor Claim Submittal Form (CCSF)* available through the Construction Unit or:

http://ncdot.org/doh/operations/dp_chief_eng/constructionunit/formsmanuals/

CONTRACT SPECIAL PROVISIONS

ACCESS TO THE SITE AND USE OF THE PREMISES

This project is located at a Rest Area Site.

The facility will be open to the public during construction. The Contactor's operations shall not disrupt the Rest Area Service to the public.

Contractor's personnel shall conduct themselves in a way that will reflect favorably on the State of North Carolina. The Department reserves the right to require the Contractor to immediately remove from the worksite any of his/her personnel using profane language or constituting a nuisance to the public. Contractor and his/her personnel may utilize the rest room and picnic facilities during construction. All personal recyclable material such as aluminum, plastic, glass and paper containers shall be placed in recycle containers located on site.

The Contractor must cooperate with State forces working within the limits of this project as directed by the Engineer. The Department reserves the right to make, at any time during the progress of the work, such alterations in plans or the details of construction as may be found necessary or desirable by the Engineer to complete the project. Contractor shall be responsible for maintaining the project as directed by Section 104-10 in the Standard Specifications

CONTRACT TIME AND LIQUIDATED DAMAGES

The date of availability for this project is the day of the Pre-Construction Conference.

The Pre-Construction Conference Date will be within one week after Purchase Order issue.

The Contractor may begin work prior to this date upon approval of the Engineer or his duly authorized representative. If such approval is given, and the Contractor begins work prior to the date of availability, the Department of Transportation will assume no responsibility for any delays caused prior to the date of availability by any reason whatsoever, and such delays, if any, will not constitute a valid reason for extending the completion date.

No work will be permitted and no purchase order will be issued until all required bonds and prerequisite conditions and certifications have been satisfied.

The completion date for this project is 45 –Days from Pre-Construction Conference.

No extensions will be authorized except as authorized by Article 108-10 of the Standard Specifications

Liquidated damages for this contract are (\$200.00) per calendar day.

PRE-BID CONFERENCE AND PROPOSAL REVIEW

No - PRE-BID CONFERENCE AND PROPOSAL REVIEW ON THIS PROJECT

All prospective bidders should make a thorough inspection of the site and conditions prior to bidding.

NOTIFICATION OF OPERATIONS

The Contractor shall notify the Engineer 48 hours in advance of beginning work on this project. The Contractor shall give the Engineer sufficient notice of all operations for any sampling, inspection or acceptance testing required.

PROSECUTION AND PROGRESS

The Contractor shall pursue the work diligently with workmen in sufficient numbers, abilities, and supervision, and with equipment, materials, and methods of construction as may be required to complete the work described in the contract by the completion date and in accordance with Section 108 of the *Standard Specifications*. The Contractor's operations are restricted to daylight hours. No work may be performed on Sundays and Legal State holidays. Work shall only be performed when weather and visibility conditions allow safe operations

TRAFFIC CONTROL AND WORK ZONE SAFETY

The Contractor shall maintain traffic during construction and provide, install, and maintain all traffic control devices in accordance with these project guidelines, the Project Special Provisions, North Carolina Department of Transportation 2012 Standard Specifications for Roads and Structures, and the Manual of Uniform Traffic Control Devices (MUTCD).

The Contractor shall utilize complete and proper traffic controls and traffic control devices during all operations. All traffic control and traffic control devices required for any operation shall be functional and in place prior to the commencement of that operation. Signs for temporary operations shall be removed during periods of inactivity. The Contractor is required to leave the project in a manner that will be safe to the traveling public and which will not impede motorists.

All personnel when working in traffic areas or areas in close proximity to traffic shall wear an approved safety vest, or shirt or jacket which meets the color requirements of the Manual of Uniform Traffic Control Devices (MUTCD).

The Contractor shall comply with all applicable Federal, State, and local laws, ordinances, and regulations governing safety, health, and sanitation, and shall provide all safeguards, safety devices, and protective equipment, and shall take any other needed actions, on his own responsibility that are reasonably necessary to protect the life and health of employees on the job and the safety of the public, and to protect property in connection with the performance of the work covered by the contract.

Failure to comply with any of the requirements for safety and traffic control of this contract shall result in suspension of work as provided in sub-article 108-7(2) of the *Standard Specifications*.

The contractor is responsible for insuring that all subcontractors utilized by the company adhere to all safety responsibilities described herein.

GIFTS FROM VENDORS AND CONTRACTORS

By Executive Order 24, issued by Governor Perdue, and *N.C. G.S. § 133-32*, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e. Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who:

- (1) Have a contract with a governmental agency; or
- (2) Have performed under such a contract within the past year; or
- (3) Anticipate bidding on such a contract in the future.

For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and *G.S. § 133-32*.

Executive Order 24 also encouraged invited other State Agencies to implement the requirements and prohibitions of the Executive Order to their agencies. Vendors and contractors should contact other State Agencies to determine if those agencies have adopted Executive Order

DEBARMENT STATEMENT

The Contractor certifies and understands that by his/her signature on the Bid Form that he/she and the contracting firm he/she represents has not been banned, debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency

CONTRACTOR'S LICENSE REQUIREMENTS

If the successful bidder does not hold the proper license to perform any plumbing, heating, air conditioning, or electrical work in this contract, he will be required to sublet such work to a contractor properly licensed in accordance with *Article 2 of Chapter 87 of the General Statutes* (licensing of heating, plumbing, and air conditioning contractors) and *Article 4 of Chapter 87 of the General Statutes* (licensing of electrical contractors) of employees on the job and the safety of the public, and to protect property in connection with the performance of the work covered by the contract.

LIABILITY INSURANCE

The Contractor shall obtain from an insurance company, duly authorized to do business in North Carolina, Public Liability and Property Damage Insurance to protect his company and subcontractors performing work covered under this contract from claims which may arise from operations under this contract. Insurance coverage shall be maintained during the life of this contract and shall extend to operations performed by the Contractor or his subcontractors, and by anyone employed directly or indirectly by either of them.

Public Liability Insurance shall be in an amount not less than one million (\$1,000,000) for injuries, including accidental death, to any one person, and subject to the same limit for each person, in an amount not less than one million dollars (\$1,000,000.00) on account of one accident.

Property Damage Insurance shall be in an amount not less than five hundred thousand dollars (\$500,000.00)

Proof of insurance shall be furnished to the Engineer prior to beginning work.

WORKERS' COMPENSATION INSURANCE

Pursuant to N.C.G.S. § 97-19, all contractors of the Department of Transportation are, prior to beginning services, required to show proof of coverage issued by a workers' compensation insurance carrier, or a certificate of compliance issued by the Department of Insurance for self-insured subcontractors stating that it has complied with N.C.G.S. § 97-93 irrespective of whether subcontractors have regularly in service fewer than three employees in the same business within the State of North Carolina, and subcontractors shall be hereinafter liable under the Workers' Compensation Act for payment of compensation and other benefits to its employees for any injury or death due to an accident arising out of and in the course of performance of the work insured by the subcontractor.

ERRATA

(1-17-12) Z-4

Revise the *2012 Standard Specifications* on all projects as follows:

Division 2

Page 2-7, line 31, Article 215-2 Construction Methods, replace “Article 107-26” with “Article 107-25”.

Page 2-17, Article 226-3, Measurement and Payment, line 2, delete “pipe culverts,”.

Division 6

Page 6-7, line 31, Article 609-3 Field Verification of Mixture and Job Mix Formula Adjustments, replace “30” with “45”.

Page 6-10, line 42, Sub article 609-6(C)(2), replace “Sub article 609-6(E)” with “Sub article 609-6(D)”.

Page 6-11, Table 609-1 Control Limits, replace “Max. Spec. Limit” for the Target Source of $P_{0.075}/P_{be}$ Ratio with “1.0”.

Division 10

Page 10-74, Table 1056-1 Geotextile Requirements, replace “50%” for the UV Stability (Retained Strength) of Type 5 geotextiles with “70%”.

Division 12

Page 12-8, Table 1205-4 and 1205-5, replace “THERMOPLASTIC” in the title of these tables with “POLYUREA”.

Division 17

Page 17-26, line 42, Sub article 1731-3(D) Termination and Splicing within Interconnect Center, delete this sub article.

END

CONTRACT PROJECT SPECIAL PROVISIONS

HIGHWAY REST AREA / I-77 SURRY COUNTY

REPAIR SEWER TREATMENT - SAND FILTER BEDS

SCOPE OF CONTRACT

Includes all labor and materials necessary for Repair Sewer Treatment –Sand Filter Beds at the I-77 Surry County Rest Area /Welcome Center -Work to include Removal and Replacement of approximately 125 Cubic Yards of Existing Sand Media, removal and replacement of 1360 linier feet of 4”-PVC Distribution Pipe w/drilled holes, , removal and replacement of 190 linier feet of 4”-PVC Supply Pipe ,removal of 2-existing brick distribution boxes and installation of 2- new Pre-Cast Concrete Distribution Boxes, and all necessary materials and labor required to complete the work, which includes removal of all old material from the site ,in accordance with provisions and plans herein. **(CONTRACTOR TO PROVIDE 1-YEAR MATERIAL AND LABOR WARRANTY)**

SITE **I-77 Highway Rest Area / Welcome Center – Surry County, NC**

LOCATION **Mile Marker # 106 -One Mile South -North Carolina / Virginia -State Line**

CONTRACT COMPLETION: Contract Completion = **(45 calendar days)**
from Date of Pre-Construction Conference.

CODES AND STANDARDS

All work under this contract shall conform to the North Carolina Building Code, and all state and national codes applicable to this work. The Contractor shall give all notice and comply with all laws, ordinances, codes, rules and regulations bearing on the conduct of the work under this contract. If the Contractor observes that the drawings and specifications are at variance therewith, the Contractor shall promptly notify the Engineer in writing. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, codes, rules and regulations, and without such notice to the Engineer, the Contractor shall bear all costs arising there from.

GENERAL REQUIREMENTS

1. **The prospective bidders are requested and encouraged to make their own investigation of the Rest Area to verify existing conditions and to review the proposed work locations/conditions, etc. prior to submitting a Bid.**
2. It is understood and agreed that by submitting a quote that the Contractor has examined these contract documents, drawings and specifications and has **visited the site of the work**, and has satisfied themselves relative to the work to be performed.
3. **Electrical work to be performed by a licensed electrician, authorized to perform electrical work in the state of North Carolina.**
4. All work under this contract shall conform to the North Carolina Building and Plumbing Code.
5. The contractor is to notify the Engineer of the projected schedule of work and proposed working hours.
6. The rest area facility will be open to the public during this construction and the Contractor shall use all precautions necessary to ensure the safety of the public using the rest area facility, including but not limited to barrier fences, barricades, traffic warning devices and **all and any safety precautions as may be directed by the Engineer.**
7. The contractor shall notify the engineer at least 1 week in advance of the day when work will begin, so arrangements can be made to have personnel available to make necessary inspections, approve installation, etc.
8. The contractor shall use personnel who are skilled in this type of work and familiar with industry recommended methods of installation.
9. It is the intent and purpose of these specifications to cover and include all major equipment, and materials necessary to properly construct and put in complete working order the installation.
10. Where not specifically covered in the plans and/or in the Special provisions, equipment shall be installed according to the manufacturer's published recommendations.

Instructions: It is understood and agreed that by submitting a Bid, the Contractor has examined these contract documents, drawings and specifications and has visited the site of the work, and satisfied themselves relative to the work to be performed.

License Requirements: If the successful bidder does not hold the proper license to perform work in the contract, the Contractor will be required to sublet such work to a Sub-Contractor properly licensed in accordance with the N. C. General Statutes (Licensing of Contractors).

Materials and Equipment: All materials shall be new and of quality specified and approved for use. Workmanship shall at all times be of a grade accepted as a best practice of the particular trade involved, and as stipulated in written standards of recognized organizations or institutes of the prospective trades except as exceeded or qualified by the specifications.

Protection of Work: The Rest Area facility will be open to the public during this installation and the Contractor shall use all precautions necessary to ensure the safety of the public using the rest area facility, including but not limited to barricades, and all and any safety precautions as may be directed by the Engineer.

The Contractor shall give verification at least one week in advance of the day when work will begin, so arrangements can be made to have personnel available to make necessary inspections, approve materials/installation, etc.

Shop Drawings: The Contractor shall submit to the Engineer shop drawings and catalog cuts required for the work. Shop drawings and catalog cuts shall be submitted in three (3) copies in such time as to cause no delay to the work. The Engineer will review the shop drawings, noting desired corrections, comments, disapproval or approval and return two (2) copies to the Contractor. Approval of shop drawings by the Engineer shall not be construed as relieving the Contractor from responsibility for compliance with terms or designs of the contract documents nor from responsibility for errors of any sort in the shop drawings, unless such lack of compliance or errors first have been called in writing to the attention of the Engineer by the Contractor.

INSTALLATION

Remove Existing - Furnish/ Install - New Distribution Box

Contractor to remove the existing brick and mortar sewer distribution box and provide and install a new pre-cast

Concrete sewer distribution box with 10-outlet ports. **All outlet ports to contain Poly-Speed Levelers by Tuf-Tite.**

Contractor to remove existing concrete foundation and construct a new concrete foundation for new distribution box and secure new distribution box to concrete foundation- foundation and distribution box to be completely level and set to correct elevation for system operation.

Precast units shall be the product of a manufacturer regularly engaged in the production of same. Units shall be capable of withstanding normal pressures from the interior hydrostatic load. The units shall be constructed of Concrete with a minimum strength of 5,000 PSI at 28 days or units can be reinforced with 6"x 6" No.10 gauge welded steel wire lapped 6" in the top, bottom, ends and sides of the units with a concrete with a minimum strength of 3500 PSI at 28 days.

The pre-cast units shall be capable of withstanding a live loading of 150 lb. /per/sq. ft. based on tests made by an independent testing laboratory.

Remove Existing- Furnish/ Install - New Distribution Pipe

Remove existing perforated PVC Sewer Distribution Pipes and solid Supply pipes from distribution box.

Install new sch.40 PVC pipe, mount pipe to grade blocks w/galvanized brackets every 8' or as directed.

Fittings, elbows, sweeping 90 cleanout risers w/ screw caps, and screw-in end caps are incidental to pipe installation.

Perforations for Distribution Pipes = two rows of holes 1/2" in diameter on 5" centers and 120° angles apart.

Pipe shall be manufactured from PVC compound with a cell class of 12454 per ASTM D 1784.

Pipe dimensions and physical properties shall conform to ASTM D 2729.

All pipe to be produced by a single manufacturer and to be installed in accordance with manufacturer's recommendations and all applicable code requirements. Solvent cements shall conform to ASTM D 2564.

Primer shall conform to ASTM F 656.

Contractor to re-grade and re-set as necessary the existing concrete grade blocks that the pipes rest on.

Remove Existing -Furnish/ Install - New Filter Sand

Contractor to remove existing filter sand –the amount of sand to be removed shall be determined in the field.

The calculated amount of filter sand to be removed will vary from one end of the drain bed to the other.

The range of sand depth to be removed is estimated to be 1" to 10" for or an average of 5" depth across each bed.

Contractor to remove existing sand and dispose of the material in accordance with state regulations.

Filter Sand: The sand shall be natural sand, screened to obtain the gradation specified below and shall be free of deleterious substances. The sand shall have an effective size between 0.35mm and 0.50mm with a uniformity coefficient of not over 3.00. Place sand to the depths shown on drawings or as directed by the engineer in the field.

The use of river sand which has been screened and washed will be permitted, provided that the above requirements on gradation are satisfied. Dust Content of the sand shall be no greater than 0.5%. Sand shall be leveled off and raked to the proper elevation allowing 1/2" for subsequent settlement when saturated. No deleterious material will be permitted to enter the bed during the operation.

No heavy equipment will be permitted to run on the bed for distributing the sand.

CLEANUP

After installation and adjustment for proper operation of the system and all components installed under this contract , the contractor shall completely clean the worksite of all construction debris , trash ,excess material and completely clean the site to the satisfaction of the NC Department of Transportation.

WARRANTY

Contractor shall furnish to the Engineer all normal Manufacturers' Warranties.

The contractor shall also provide a **Warranty for workmanship and installation for a period of 1- year** from the date of installation, for REPAIR or REPLACEMENT of any MATERIALS AND LABOR installed under this contract.

Warranty Work shall be completed during the one year period... AT NO CHARGE to NCDOT.

LIQUIDATED DAMAGES

The Contractor shall commence work to be performed under this contract on a date to be specified in written order from the Department (issue date of purchase order) and shall fully complete all work hereunder within 45 consecutive calendar days. For each day in excess of the above number of days, the Contractor shall pay the Department Two-Hundred Dollars (\$200.00) as liquidated damages reasonably estimated in advance to cover the losses to be incurred by the Department should the Contractor fail to complete this work within the time specified.

If the Contractor is delayed at any time in the progress of work by any act or negligence of the Department, its employees or its separate Contractor, by changes ordered in the work, or by any causes beyond the Contractor's control or by other causes deemed justifiable by Department, then the contract time shall be reasonable extended in a written order from the Department upon written request from the Contractor within ten days following the cause for the delay.

METHOD OF MEASUREMENT AND BASIS OF PAYMENT

The work of Repair Sewer Treatment –Sand Filter Beds when completed and accepted will be paid for at the quoted contract line item price for the quantity of the items installed and accepted - Such price to be considered as full payment for this work, including, but not limited to, furnishing all labor, materials, and any other incidentals necessary or required to complete the work.

No Partial payment will be made unless agreed to in advance. Payment will be made lump sum within thirty (30) consecutive days after acceptance of the work and the submission of invoice which is to include the contract proposal number, and submission of Contractors affidavit.

The Contractor's affidavit shall state: "This is to certify that all cost of materials, equipment, labor, and all else entering into this contract, including payrolls, have been "paid in full."

Shop drawings, submittals, insurance certificates, and upon completion and acceptance of the work, invoices, guarantees warranties and all other correspondence are to be sent to:

N.C. DEPARTMENT OF TRANSPORTATION
Roadside Environmental Unit
1557 Mail Service Center
Raleigh N.C. 27699-1557

Attn: Paul Stankiewicz

Ph. (919)-707-2929

STATE OF NORTH CAROLINA
North Carolina Department of Transportation

BID FORM

Job: Repair Sewer Treatment –Sand Filter Beds
County: Surry
Location: 1 Mile South of N.C / Virginia (Mile Post# 106)
Site: I-77 Rest Area / Welcome Center

BID

Includes all labor and materials necessary for Repair Sewer Treatment –Sand Filter Beds at the I-77 Surry County Rest Area / Welcome Center -Work to include Removal and Replacement of approximately 125 Cubic Yards of Existing Sand Media, removal and replacement of 190 linier feet of 4”-PVC Supply Pipe ,1360 linier feet of 4”-PVC Distribution Pipe w/drilled holes, removal of existing brick distribution boxes and installation of 2- new Pre-Cast Concrete Distribution Boxes, and all necessary materials and labor required to complete the work, including removal of all old material from the site. Contractor to furnish 1-Year Warranty on all Materials and Installation.

ITEM:	QTY	UNIT BID	TOTAL.
1) Remove Existing- Furnish/ Install - New Distribution Box	2-EA.		

2) Remove Existing- Furnish/ Install - New Distribution Pipe (w/Holes) 1360-LF.			

3 Remove Existing - Furnish/ Install - New Filter Sand	(+/-) 125-CY.		

4 Remove Existing - Furnish/ Install - New PVC Supply Pipe	190-LF.		

TOTAL BID AMOUNT \$ _____

EXECUTION OF BID:

In compliance with the foregoing request for Bid and subject to all terms and conditions thereof, the undersigned offers and agrees, if this quote is accepted, to perform all work in accordance with the attached Contract for the price Bid.

Contractor: _____ **Address:** _____

City / State: _____ **Zip Code:** _____ **Phone:** _____

By: _____ **Title:** _____

_____ **Date:** _____

(Signature)

FORM W-9

[Rev.1-92; Rev. 10-94]

Pursuant to Internal Revenue Service Regulations, vendors must furnish their **Taxpayer Identification Number (TIN)** to the State. **If this number is not provided, you may be subject to a 31% withholding on each payment.** To avoid this 31% withholding and to insure that accurate tax information is reported to the Internal Revenue Service and the State, please use this form to provide the requested information **exactly as it appears on file with the IRS.**

Legal Business Name

Address

9 Digit Taxpayer Identification Number

Social Security Number

Federal Employer Identification Number

Business Designation (Check One)

Individual (Soc.Sec. #)

Sole Proprietorship (Soc.Sec. #)

Partnership (Fed. ID)

Estate/Trust (Fed. ID)

Corporation (Fed. ID)

Public Service Corporation (Fed. ID)

Governmental/Non-Profit (Fed. ID)

Under penalties of perjury, I declare that I have examined this request and to the best of my knowledge and belief, it is true, correct, and complete. I have not been notified by the IRS that I am subject to backup withholding for failure to report income.

Name (Print or Type name of individual-not company)

Title (Print or Type)

Signature

Date

Telephone Number

EXECUTION OF BID
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION

CORPORATION

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

SIGNATURE OF CONTRACTOR

Full name of Corporation

Address as Prequalified

Attest _____

Secretary/Assistant Secretary
Select appropriate title

By _____

President/Vice President/Assistant Vice President
Select appropriate title

Print or type Signer's name

Print or type Signer's name

CORPORATE SEAL

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the

_____ day of _____ 20__.

NOTARY SEAL

Signature of Notary Public

of _____ County

State of _____

My Commission Expires: _____

EXECUTION OF BID
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION

PARTNERSHIP

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

SIGNATURE OF CONTRACTOR

Full Name of Partnership

Address as Prequalified

Signature of Witness

By

Signature of Partner

Print or type Signer's name

Print or type Signer's name

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the

NOTARY SEAL

____ day of _____ 20__.

Signature of Notary Public

of _____ County

State of _____

My Commission Expires: _____

EXECUTION OF BID
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION

LIMITED LIABILITY COMPANY

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

SIGNATURE OF CONTRACTOR

Full Name of Firm

Address as Prequalified

Signature of Witness

Signature of Member/Manager/Authorized Agent
Select appropriate title

Print or type Signer's name

Print or type Signer's Name

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the

NOTARY SEAL

____ day of _____ 20__.

Signature of Notary Public

of _____ County

State of _____

My Commission Expires: _____

EXECUTION OF BID
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION
JOINT VENTURE (2) or (3)

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

SIGNATURE OF CONTRACTOR

Instructions: **2 Joint Ventures** Fill in lines (1), (2) and (3) and execute. **3 Joint Ventures** Fill in lines (1), (2), (3) and (4) and execute. On Line (1), fill in the name of the Joint Venture Company. On Line (2), fill in the name of one of the joint ventures and execute below in the appropriate manner. On Line (3), print or type the name of the other joint venture and execute below in the appropriate manner. On Line (4), fill in the name of the third joint venture, if applicable and execute below in the appropriate manner.

(1)	<hr/>		<hr/>
	Name of Joint Venture		
(2)	<hr/>		<hr/>
	Name of Contractor		
	<hr/>		<hr/>
	Address as Prequalified		
	<hr/>	By	<hr/>
	Signature of Witness or Attest		Signature of Contractor
	<hr/>		<hr/>
	Print or type Signer's name		Print or type Signer's name
	<i>If Corporation, affix Corporate Seal</i>	and	
(3)	<hr/>		<hr/>
	Name of Contractor		
	<hr/>		<hr/>
	Address as Prequalified		
	<hr/>	By	<hr/>
	Signature of Witness or Attest		Signature of Contractor
	<hr/>		<hr/>
	Print or type Signer's name		Print or type Signer's name
	<i>If Corporation, affix Corporate Seal</i>	and	
(4)	<hr/>		<hr/>
	Name of Contractor (for 3 Joint Venture only)		
	<hr/>		<hr/>
	Address as Prequalified		
	<hr/>	By	<hr/>
	Signature of Witness or Attest		Signature of Contractor
	<hr/>		<hr/>
	Print or type Signer's name		Print or type Signer's name

If Corporation, affix Corporate Seal

NOTARY SEAL

Affidavit must be notarized for Line (2)

Subscribed and sworn to before me this

____ day of _____ 20____

Signature of Notary Public

of _____ County

State of _____

My Commission Expires: _____

NOTARY SEAL

Affidavit must be notarized for Line (3)

Subscribed and sworn to before me this

____ day of _____ 20____

Signature of Notary Public

of _____ County

State of _____

My Commission Expires: _____

NOTARY SEAL

Affidavit must be notarized for Line (4)

Subscribed and sworn to before me this

____ day of _____ 20____

Signature of Notary Public

of _____ County

State of _____

My Commission Expires: _____

EXECUTION OF BID
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION

INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

SIGNATURE OF CONTRACTOR

Name of Contractor

Individual name

Trading and doing business as

Full name of Firm

Address as Prequalified

Signature of Witness

Signature of Contractor, Individually

Print or type Signer's name

Print or type Signer's name

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the

NOTARY SEAL

_____ day of _____ 20__.

Signature of Notary Public

of _____ County

State of _____

My Commission Expires: _____

EXECUTION OF BID
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION

INDIVIDUAL DOING BUSINESS IN HIS OWN NAME

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

SIGNATURE OF CONTRACTOR

Name of Contractor _____

Print or type Individual name

Address as Prequalified

Signature of Contractor, Individually

Print or type Signer's Name

Signature of Witness

Print or type Signer's name

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the

NOTARY SEAL

____ day of _____ 20__.

Signature of Notary Public

of _____ County

State of _____

My Commission Expires: _____

DEBARMENT CERTIFICATION

Conditions for certification:

1. The prequalified bidder shall provide immediate written notice to the Department if at any time the bidder learns that his certification was erroneous when he submitted his debarment certification or explanation filed with the Department, or has become erroneous because of changed circumstances.
2. The terms *covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded*, as used in this provision, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. A copy of the Federal Rules requiring this certification and detailing the definitions and coverage's may be obtained from the Contract Officer of the Department.
3. The prequalified bidder agrees by submitting this form, that he will not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in NCDOT contracts, unless authorized by the Department.
4. For Federal Aid projects, the prequalified bidder further agrees that by submitting this form he will include the Federal-Aid Provision titled *Required Contract Provisions Federal-Aid Construction Contract (Form FHWA PR 1273)* provided by the Department, without subsequent modification, in all lower tier covered transactions.
5. The prequalified bidder may rely upon a certification of a participant in a lower tier covered transaction that he is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless he knows that the certification is erroneous. The bidder may decide the method and frequency by which he will determine the eligibility of his subcontractors.
6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this provision. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
7. Except as authorized in paragraph 6 herein, the Department may terminate any contract if the bidder knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available by the Federal Government.

DEBARMENT CERTIFICATION

The prequalified bidder certifies to the best of his knowledge and belief, that he and his principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph b. of this certification; and
- d. Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- e. Will submit a revised Debarment Certification immediately if his status changes and will show in his bid proposal an explanation for the change in status.

If the prequalified bidder cannot certify that he is not debarred, he shall provide an explanation with this submittal. An explanation will not necessarily result in denial of participation in a contract.

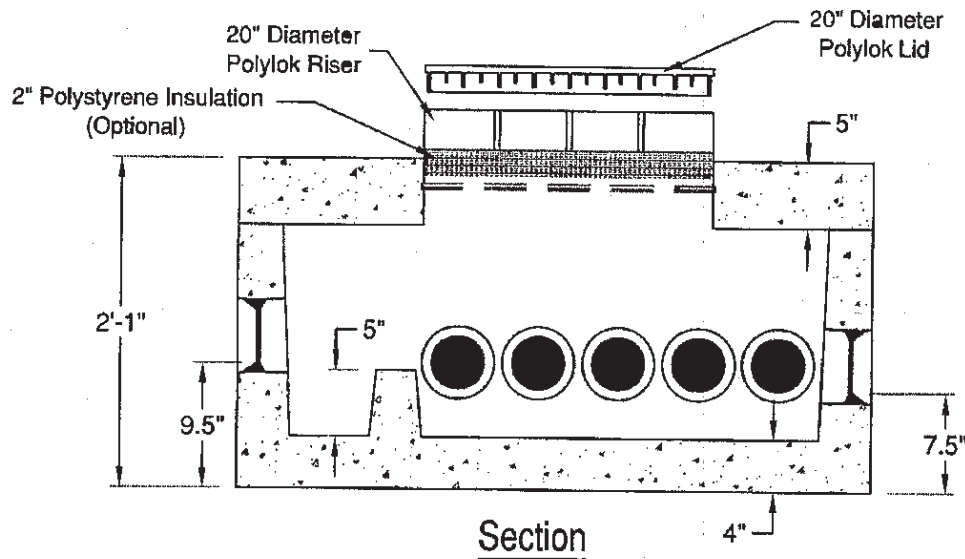
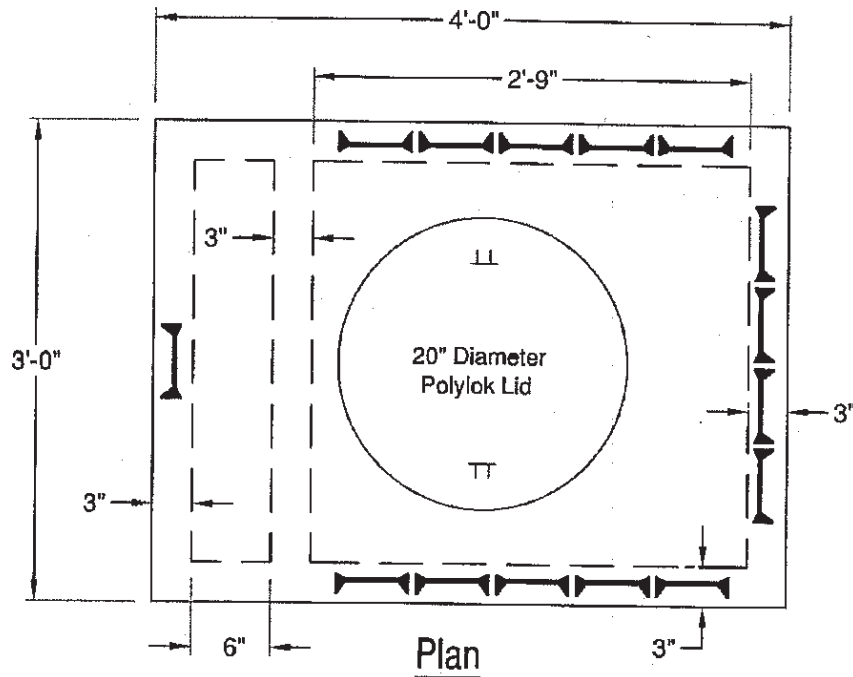
Failure to submit a non-collusion affidavit and debarment certification will result in the prequalified bidder's bid being considered non-responsive.

☐

Check here if an explanation is attached to this certification.

14-Outlet Distribution Box (DB14)

Total Weight : 1,900 lbs



SPECIFICATIONS:

- Concrete Minimum Strength 5000psi @ 28 days
- Polylok Low Pressure Pipe Seal
- Polylok Risers Available in 6" Increments
- Weights Subject to Variation



PRECAST CONCRETE PRODUCTS

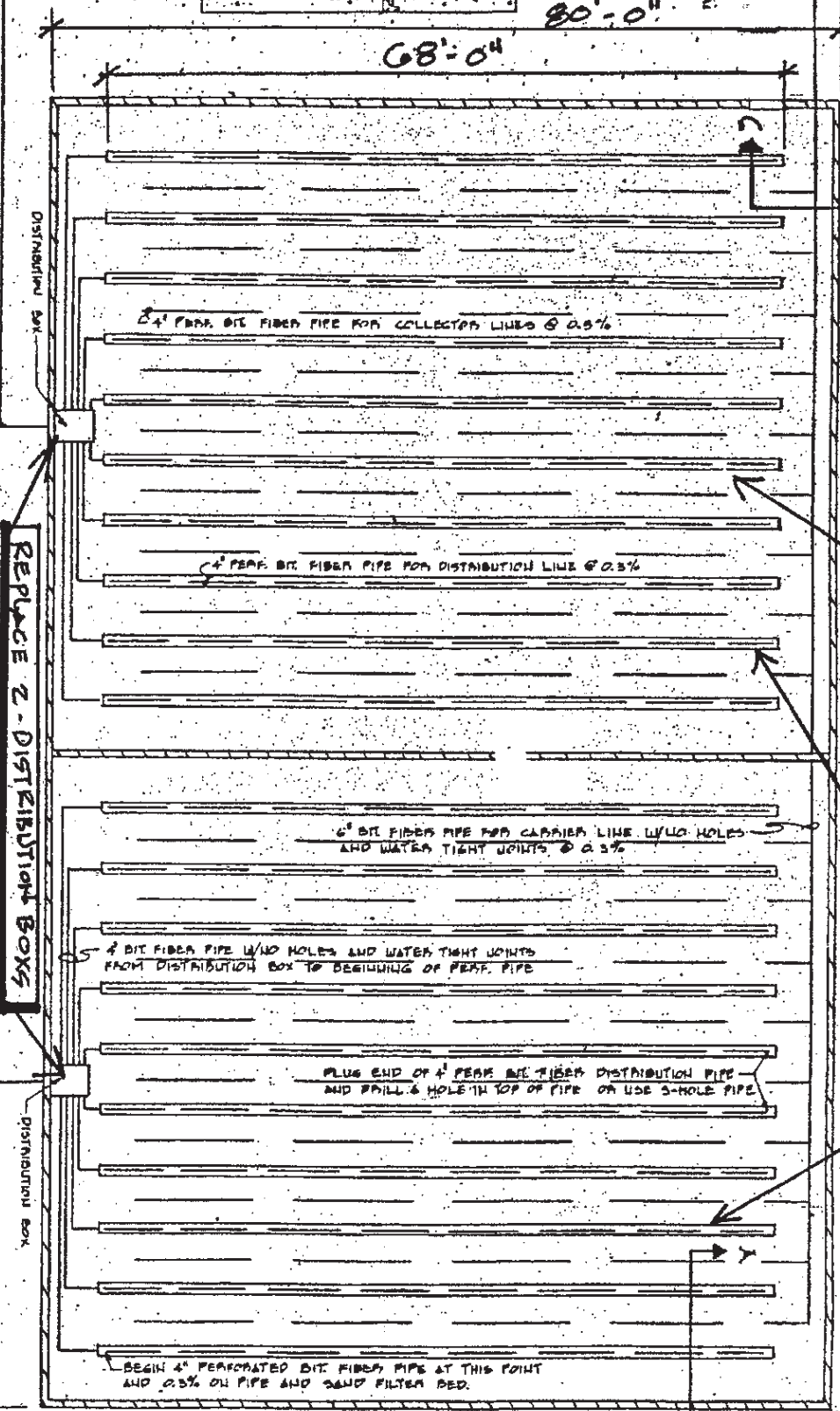
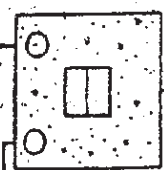
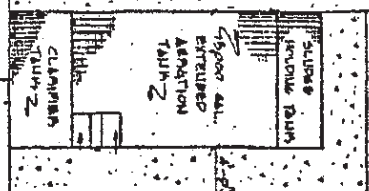
78 PRECAST ROAD MILTON, VT 05468 • 802.893.2401
TOLL FREE 1.888.299.2401 FAX 802.893.1542

HOLDING
BASIN

CHLORINE
MIXING TANK
W/20% CHLORINATION
BUT

80'-0"

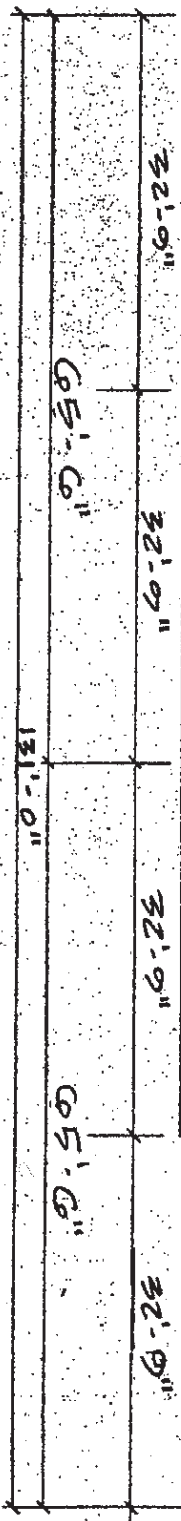
68'-0"



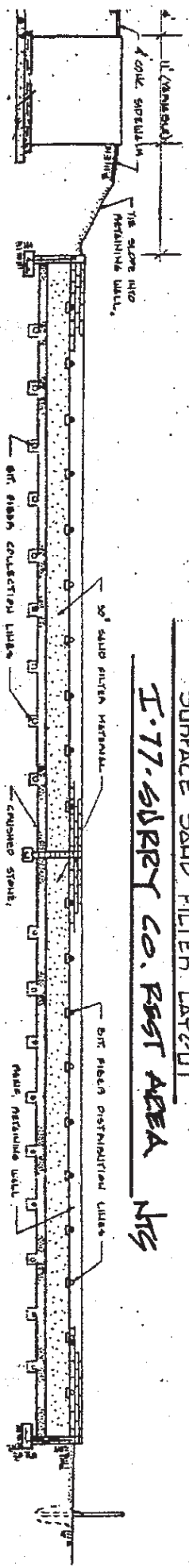
REPLACE 1" TO 10" OF SAND
RESET GRADE BLOCKS

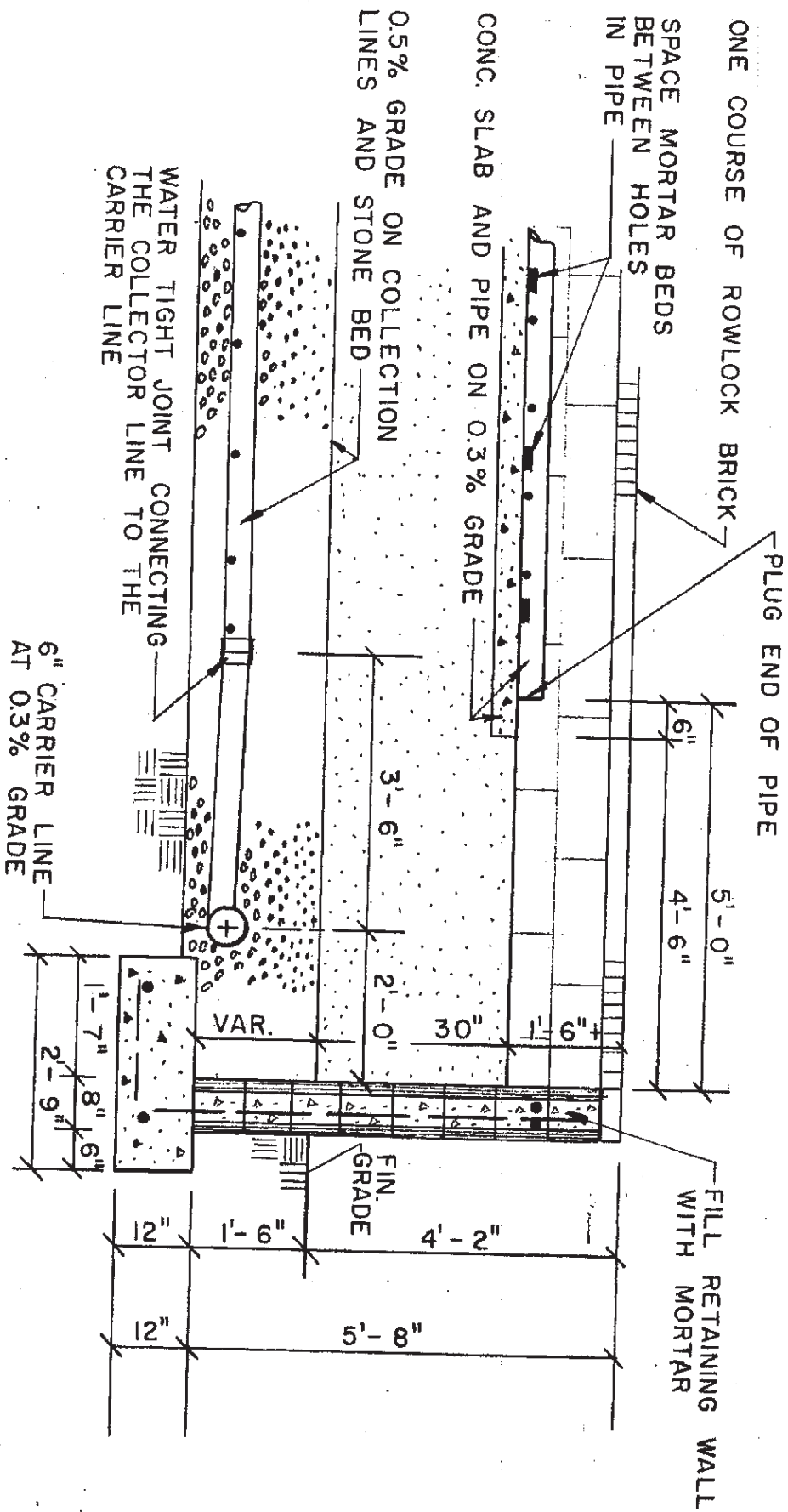
REPLACE 20-DISTRIBUTION LINES

REPLACE 2-DISTRIBUTION BOXES



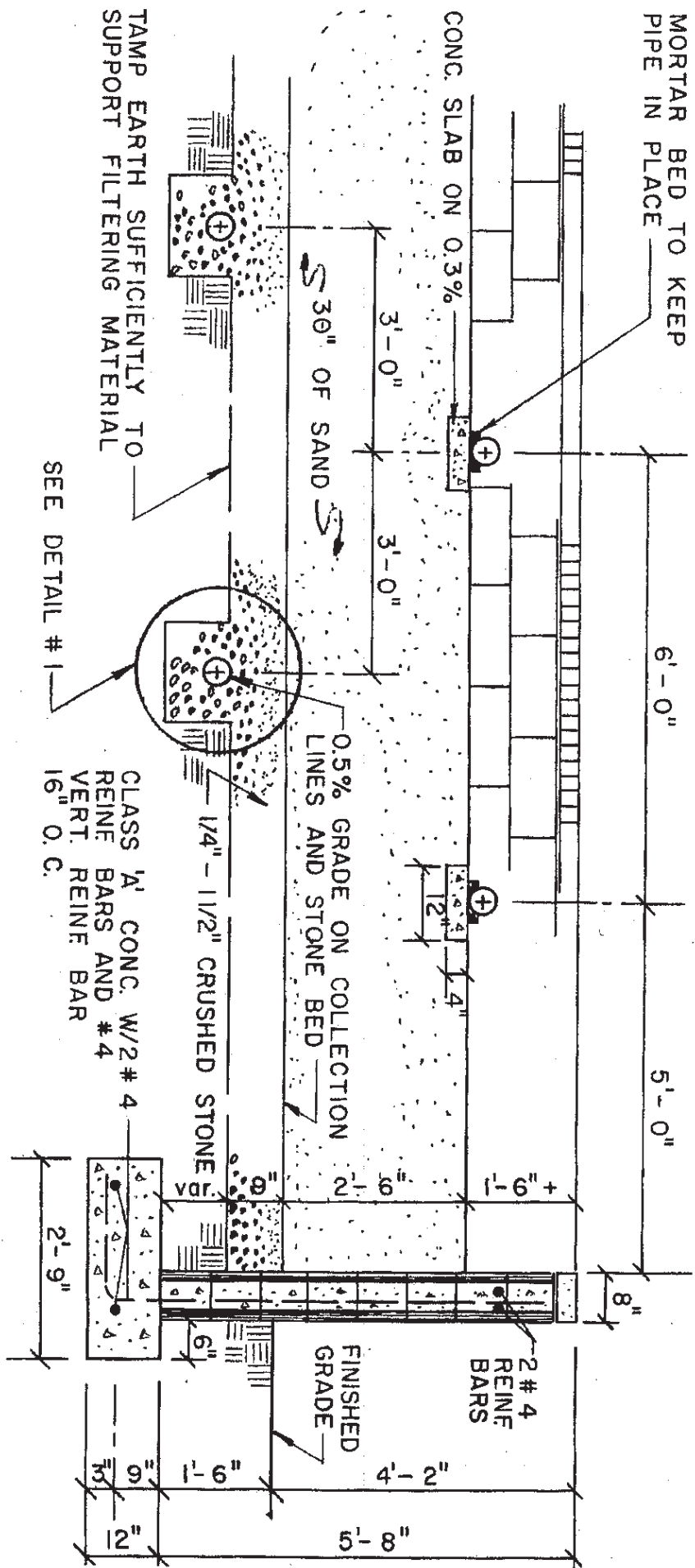
SURFACE SAND FILTER LAYOUT
I-77-SUPPLY CO. REST AREA
NHS





SECTION C-C

SCALE: 1/2" = 1'-0"



SECTION A-A

SCALE : 1/2" = 1'-0"